

PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD

CONTRACT PO NUMBER 2896279

STANDARD PO NUMBER

CHANGE ORDER #

REVISION

REVISION

Insurance Requirement

ACCOUNTS PAYABLE WILL HOLD UP ALL CONTRACT PAYMENTS UNTIL ALL INSURANCE CERTIFICATES/POLICIES REQUIRED UNDER THE CONTRACT HAVE BEEN RECEIVED. CONTRACTORS SHOULD BE MADE AWARE OF THIS REQUIREMENT.

TYPE OF CONTRACT: (Check One)

☐ CONSTRUCTION/DEMOLITION ☐ LEASE ☐ DEED
☒ PROFESSIONAL SERVICES

DEPARTMENT HEAD'S SIGNATURE

Samuel Elmer

DEPARTMENT
TRANSPORTATION

FUNDING SOURCE (Percent)

FEDERAL 80% STATE 20% CITY % OTHER %

DEPARTMENT CONTACT PERSON

SAMUEL ELMER

PHONE NO.

313-833-7715

CONTRACTOR'S NAME:

NEW FLYER, LLC

DATE PREPARED

8/1/14

CONTRACTOR'S ADDRESS:

711 KERNAGHAN AVE.

WINNIPEG, MANITOBA, CANADA R2C 3T4

ENGINEER'S ESTIMATE ☐

CONTRACT ☐

CHANGE ☒

TOTAL CONTRACT AMOUNT

\$13,800,000

TOTAL CPO AMOUNT

\$

CHANGE AMOUNT

\$

PHONE NO

☐ CORPORATION ☐ PARTNERSHIP ☐ INDIVIDUAL

FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER: 98-0107052

MINORITY FIRM ☐ YES ☒ NO

PURPOSE OF CONTRACT: ASSIGN AGREEMENT FOR THE PURCHASE OF 31 HEAVY DUTY DIESEL TRANSIT COACHES

CHARGE ACCOUNT: MULTIPLE ACCOUNTS; SEE ATTACHED

TIME & DATE IN-

APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER

TIME & DATE IN

REQUESTING DEPARTMENT

1 AUG 14 12:44

AUTHORIZED DEPARTMENT REPRESENTATIVE

Shirleya Smith

BUDGET

☒ RECOMMEND APPROVAL
☒ RECOMMEND DENIAL

AUG 04 2014

BUDGET DIRECTOR OR DEPUTY

AUG 08 2014

GRANT MANAGEMENT SECTION

☐ RECOMMEND APPROVAL
☐ RECOMMEND DENIAL

GRANT ACCOUNTANT

FINANCE DEPARTMENT

☒ RECOMMEND APPROVAL
☐ RECOMMEND DENIAL

AUG 08 2014

FINANCE DIRECTOR OR DEPUTY

Shirleya Smith

8/12/14

LAW DEPARTMENT

☒ RECOMMEND APPROVAL
☐ RECOMMEND DENIAL

PURCHASING DIVISION

AUG 12 2014

CORPORATION COUNSEL

Robert Jackson

PURCHASING DIRECTOR

8/25/14

9/24/14

CITY OF DETROIT
CONTRACTS SECTION
CITY COUNCIL APPROVAL JCC REFERENCE: PAGE DATE

CITY OF DETROIT
FINANCE DEPARTMENT
PURCHASING DIVISION

14 AUG 26 AM 11:57

Use Only One Set For Each Contract Package

cc SEP 09 2014

EM SEP 23 2014



CITY OF DETROIT
OFFICE OF THE EMERGENCY MANAGER

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVE., SUITE 1126
DETROIT, MICHIGAN 48226
PHONE 313•224•3703
FAX 313•224•4433
WWW.DETROITMI.GOV

MEMORANDUM

To: Janice Winfrey, City Clerk

From: Kevyn D. Orr, Emergency Manager
City of Detroit

Date: September 23, 2014

Re: VOTING ACTION ITEMS APPROVED BY THE DETROIT CITY COUNCIL AT THE FORMAL SESSION OF
SEPTEMBER 9, 2014 (ITEMS PASSED WITH AND WITHOUT WAIVERS)

I am authorizing approval of the following:

ELECTIONS DEPARTMENT

Reso. Autho. Contract No. 2895797 - 100% City Funding - To Provide Printing Services of Various Forms for Election Activities - Contractor: Nationwide Envelope Specialist Inc., Location: 21260 W. Eight Mile Road, Southfield, MI 48075 - Contract Amount: \$29,923.56. ELECTIONS (This contract is for a One Time Purchase)

MAYOR'S OFFICE

Reso. Autho. A Corrective Resolution relating to Line Item 89 of Regular Session Agenda dated July 22, 2014. (On July 22, 2014 your Honorable Body approved, with a waiver, the Declaration of Surplus and Transfer of Property from the Planning and Development Department to the Economic Development Corporation of the City of Detroit and U.S. Coast Guard (Line Item #89), which was a joint request by the Recreation, Finance, and Planning Development Departments (the "July 22 Resolution"). Following such approval, a scrivener's error was discovered in the legal description of the parcel described as "Parcel 40" in the July 22 Resolution.)

LAW

A Proposed Ordinance to amend Chapter 41 of the 1984 City Code Peddlers, Solicitors and Vendors, by adding Article VII, Ice Cream Trucks, Division 1, Generally, consisting of Sections 41-7-1 through 41-7-20, and Division 2. License, consisting of Sections 41-7-21 through 41-7-50, to regulate the operation and license of Ice Cream Truck Vendors in the City. This proposed ordinance replaces the recently repealed provisions regarding regulation of Ice Cream Truck Vendors found in Chapter 55, TRAFFIC AND MOTOR VEHICLES, Article XI, Ice Cream Trucks, and provides additional licensing provisions consistent with general licensing requirements found in the 1984 Detroit City Code. INTRODUCE

Reso. Autho. Public Hearing for Monday, September 22, 2014 at 10:06 a.m. on the foregoing ordinance amendment.

PLANNING AND DEVELOPMENT

Reso. Autho. Contract No. 2878361 - 100% Federal Funding - Facade Program - To Provide Improvements along Woodward Avenue between West Seven Mile Road and West Nevada Street - Contractor: Woodward Avenue Action Association, Location: 30947 Woodward Avenue, Suite 200, Royal Oak, MI 48073 - Contract Period: April 30, 2014 through October 30, 2015 - Contract Amount: \$50,000.00. PLANNING AND DEVELOPMENT (WITH A WAIVER)

OK
J. Fox

Re: VOTING ACTION ITEMS APPROVED BY THE DETROIT CITY COUNCIL AT THE FORMAL SESSION OF SEPTEMBER 9, 2014 (ITEMS PASSED WITH AND WITHOUT WAIVERS)

Reso. Autho. Contract No. 2893845 - 100% Federal Funding - To Provide Emergency Shelter and Homeless Prevention - Contractor: Cass Community Social Services - ES & HP, Location: 11850 Woodrow Wilson, Detroit, MI 48206 - Contract Period: October 1, 2013 through December 31, 2015 - Contract Amount: \$200,000.00. PLANNING AND DEVELOPMENT (WITH A WAIVER)

Reso. Autho. Contract No. 2893872 - 100% Federal Funding - To Provide Direct Legal Assistance, Legal Information Workshops, Seminars and In-Service Training, Contractor: Legal Aid & Defender Association, Inc., Location: 613 Abbott Street, Detroit, MI 48226 - Contract Period: January 1, 2014 through December 31, 2015 - Contract Amount: \$200,000.00. PLANNING AND DEVELOPMENT (WITH A WAIVER)

Reso. Autho. Contract No. 2894808 - 100% Federal Funding - To Provide Emergency Shelter Rehabilitation - Contractor: Cass Community Social Services - Rehabilitation, Location: 11850 Woodrow Wilson, Detroit, MI 48206 - Contract Period: January 1, 2014 through December 31, 2015 - Contract Amount: \$80,000.00. PLANNING AND DEVELOPMENT (WITH A WAIVER)

Reso. Autho. Contract No. 2895436 - 100% Federal Funding - To Provide Emergency Shelter Services for Youth - Contractor: Matrix Human Services, Location: 120 Parsons, Detroit, MI 48201 - Contract Period: January 1, 2014 through December 31, 2015 - Contract Amount: \$105,032.10. PLANNING AND DEVELOPMENT (WITH A WAIVER)

Reso. Autho. Public Hearing for Brush Park Rehabilitation Project Development: 284 Eliot - to Michael Kelemen and Constance Kelemen, for the amount of \$42,000.00. (Offeror proposes to construct a multi-family residential building.)

Reso. Autho. Surplus Property Sale Adjacent lot Sale to Existing Commercial/Industrial Business Development: Parcel 611; generally bounded by Chrysler Freeway (I-75), Victor, Dequindre & Modern - to Caramagno Foods Company, for the amount of \$18,750.00. (Offeror proposes to demolish the structure at their own expense, remove all debris and create a greenspace buffer for their nearby food warehousing and storage facilities located at 14255 Dequindre.)

Reso. Autho. Surplus Property Sale - 19367 Ashton, to Sandra Davis, for the amount of \$4,200.00. (Purchaser proposes to rehabilitate the property for use as a "Single Family Residential Dwelling".)

Reso. Autho. Surplus Property Sale - 3351 Buena Vista, to Joy Ellen Rushing, for the amount of \$2,000.00. (Purchaser proposes to rehabilitate the property for use as a "Single Family Residential Dwelling".)

Reso. Autho. Surplus Property Sale - 12368 Kentucky, to Dwight U. Mayes, for the amount of \$4,900.00. (Purchaser proposes to continue using the property as a "Single Family Residential Dwelling".)

Reso. Autho. Surplus Property Sale - 17930 Maine, to Dominique Cecilia Alexander, for the amount of \$4,900.00. (Purchaser proposes to continue using the property as a "Single Family Residential Dwelling".)

Reso. Autho. Surplus Property Sale - 356 Newport, to Carnal Tanksley, for the amount of \$4,200.00. (Purchaser proposes to rehabilitate the property for use as a "Single Family Residential Dwelling".)

Reso. Autho. Surplus Property Sale - 5420 Springwell, to John Tiberius Lup, for the amount of \$5,600.00. (Purchaser proposes to continue using the property as a "Single Family Residential Dwelling".)

Reso. Autho. Surplus Property Sale - 15434 Wabash, to Vallocie Johnson, for the amount of \$4,200.00. (Purchaser proposes to rehabilitate the property for use as a "Single Family Residential Dwelling".)

Reso. Autho. Surplus Property Sale-Vacant Land - 4241 Fischer, to Perfecting Triumphant Church, for the amount of \$300.00. (Purchaser proposes to fence and maintain the property to enhance the adjacent church located at 4251 Fischer.)

Re: VOTING ACTION ITEMS APPROVED BY THE DETROIT CITY COUNCIL AT THE FORMAL
SESSION OF SEPTEMBER 9, 2014 (ITEMS PASSED WITH AND WITHOUT WAIVERS)

POLICE

Reso. Autho. Petition of Tour de Troit (#281), request to hold "Tour de Troit" at Roosevelt Park and throughout the City on September 20, 2014 from 5:00 a.m. to 5:00 p.m.; with temporary street closure on Vernor, Michigan, 20th St., Dazelle, 14th St., 15th St., Lacombe St., 16th St., and 17th St. (The Police Department RECOMMENDS APPROVAL of this petition.)

RECREATION

Reso. Autho. To Extend grant agreement with the State of Michigan Department of Natural Resources-Trust Fund Grant for improvements at the Baldock Park In-Town Youth Camp. (The Recreation Department is requesting a time extension on the grant agreement with the State of Michigan Department of Natural Resources-Trust Fund for Baldock Park In-Town Youth Camp; Appropriation #13386.) (WITH A WAIVER)

RESOLUTIONS

Reso. Autho. Approving Brownfield Plan of the City of Detroit Brownfield Redevelopment Authority for the 711 West Alexandrine Redevelopment Project.

TRANSPORTATION

Reso. Autho. Contract No. 2896279 - 20% State, 80% Federal Funding - To Purchase 31 Heavy Duty Diesel Transir Coaches and Capital Spare Parts - Contractor: New Flyer LLC, Location: 711 Kernaghan Avenue, Winnipeg, Manitoba MC, R2C 3T4, Canada - Contract Period: August 1, 2014 through July 30, 2015 - Contract Amount: \$13,800,000.00. TRANSPORTATION

UNFINISHED BUSINESS

An ordinance to revise land use provisions and procedures in the 1984 Detroit City Code, primarily in Chapter 61 (Zoning), but also in Chapter 3 (Advertising and Signs), and Chapter 55 (Traffic and Motor Vehicles). These revisions are prompted by recent changes in the Michigan Zoning Enabling Act and the Detroit City Charter and by recent development trends, etc., laid on the table July 29, 2014.

cc: Stacy Fox, Deputy Emergency Manager
Boysie Jackson, Chief Procurement Officer
Gary Brown, Chief Operating Officer
John Hill, Chief Financial Officer
Sonya Mays, Senior Advisor to the Emergency Manager
Shari Penn, Special Advisor to the Emergency Manager

DEPARTMENT Transportation

CCR: _____

PURCHASE ORDER NO. 2896279

AGENDA DATE: _____

WAIVER: YES _____ NO _____

CONTRACT SYNOPSIS
(Purchase Order)

CONTRACTOR NAME: NEW FLYER, LLC

CONTRACTOR

ADDRESS: 711 Kernaghan Avenue

Winnipeg, Manitoba, Canada R2C 3T4

WHAT FORM OF
COMPETITION DID THE
DEPARTMENT ENGAGE
IN TO OBTAIN THIS
PROFESSIONAL SERVICE
CONTRACT:

Request For Proposal (RFP) # _____
Request For Quotes (RFQ) # _____
Request For Qualifications (RFQQ) # _____

If there was no competition obtained, explain why: Assignment Agreement of the contract between the State of Connecticut Department of Transportation and New Flyer, LLC

PROJECT: _____

TYPE OF FUNDING
AND %: Federal – 80% State – 20% City – %

CONTRACT AMOUNT: \$13,800,000.00

CONTRACT PERIOD: 8/1/2014 – 7/30/2015

ADVANCE PAYMENT: None

BRIEF DESCRIPTION: Assignment agreement for 31 Heavy Duty Diesel Transit Coaches.

REASON FOR DELAY: None

City Of Detroit
Law Department
-Contracts Section-
INTERDEPARTMENTAL MEMORANDUM

TO: Zenola Holland, Contracts Desk
Purchasing Division, Finance Department

FROM: Thomas Cipollone
Senior Assistant Corporation Counsel
Direct Dial: (313) 237-3015

SUBJECT: EXPIRED DOCUMENTS - CONTRACT NUMBER: 2896279
Vendor Name: New Flyer, LLC

DATE: 8-25-14

The documents checked below have expired, or are missing. Before this contract is placed on City Council's agenda, the department originating the contract must ensure that the documents identified below are current or have been renewed, and have been provided to the Purchasing Division of the Finance Department. The department originating the contract has been notified on the date listed below.

Thank you for your cooperation in this request.

CLEARANCES

_____ Property Tax

_____ Income Tax

_____ Human Rights

_____ Other (Identify: _____)

INSURANCE

✓ The coverage required by this contract per the certificate of insurance furnished with this contract is missing or has expired as follows:

Entire Certificate: ✓

General Liability: _____

Professional Liability: _____

Excess Liability: _____

Automobile: _____

Workers Compensation: _____

Other (Identify) _____

The departmental requestor was notified by this writer on 8-25-14

cc: Transportation Department - Attn: Samuel Elmer

City Council Contract Agenda Items Review Checklist

☒ New ☐ Renewal ☐ Contract Increase ☐ Contract Extension ☐ Contract Amendment

Reviewer: S. Elmer

Date Received: 6/17/2014

Date: March 17, 2014 Department: Transportation Division: Vehicle Maintenance

Dept Head/Contact Person: Samuel Elmer Phone No.: 313.833.7715

Description: Purchase of 31 XD40 New Flyer Heavy- Duty Coaches and capital spare parts

Contract No.: _____ PO Type: SPO Est. Value: \$ 13,800,000

CPO 2896279

Contract Term (if applicable): _____ to _____

Funding: City % 20 State 20 Federal 80 Other: _____ %

(Documentation must be furnished by the Dept. if anything other than City funding)

Recommended Supplier: New Flyer of America Inc.

Required Date: 7/01/2014

see attached page for account numbers

1. Is the product or service ESSENTIAL to department operations? ☒ Yes ☐ No

If "Yes" please explain why: DDOT has an aging fleet and coach replacements are necessary to have the required number of buses available to meet service demand.

Consequence of not buying: DDOT will not be able to meet service demand and customers will not be transported to various destinations reliably.

2. Was the product or service competitively bid? ☒ Yes ☐ No
(Request copies of bid tabulation/evaluation score sheets as needed)

If the answer to #2 is "NO" explain why there was no competition:

3. Was a Co-Operative Agreement Considered? ☒ Yes ☐ No Co-Operative Name: State of Connecticut
If answer to #3 is "No" explain why a Co-Op was not considered: _____

"piggy back"

4. Were savings achieved?
☐ Yes Amount \$ _____ ☒ No
Were additional savings requested? (10%) ☐ Yes ☒ No

5. Does the supplier currently provide other goods and services to the City? ☒ Yes ☐ No
If yes please list: Coach parts

6. The business being awarded is NEW CONTRACT
If #6 is a renewal provide justification for renewal: _____
If #6 is a increase/decrease does this represent: _____

- ☐ Variance in unit price only (Current unit price \$ Suggest Unit Price \$)
☐ Change in amount/volume of the good or service to be used (no change in unit price)

7. Is this good/service used by other departments? ☐ Yes ☒ No

If "yes" can this req/par be combined other department requirements.? ☐ Yes ☒ No

8. Is this a service that can be performed by City employees? ☐ Yes ☒ No

Is this a service that City employees can be trained to do? ☐ Yes ☒ No

NOTES:

DDOT is requesting authorization to purchase 31 buses from New Flyer utilizing the State of Connecticut contract dated 10/29/2009. This is an FTA funded purchase and DDOT has received authorization to conduct this transaction.

☐ **PLACE ON CITY COUNCIL AGENDA**

☐ **REJECT AND NOTIFY DEPARTMENT DIRECTOR:**

SIGNED: _____ DATE: _____

INFORMATION PROVIDED BY: Samuel Elmer

TITLE: Purchasing Manager

PHONE NO. 313.833.7715

Zenola Holland - Re: #2896279 New Flyer LLC

From: Samuel Elmer
To: Holland, Zenola
Date: 8/29/2014 9:13 AM
Subject: Re: #2896279 New Flyer LLC
CC: Jackson, Boysie

There is no bid tab for this item. The bid was conducted by another agency and we are piggy backing it. I will have the insurance to you shortly.

Thanks,
Samuel

>>> Zenola Holland 8/29/2014 9:00 AM >>>
Good Morning Sam

With reference to the above listed contract, there are several document clearances missing.

- 1) Bid Tabs
- 2) Insurance

Once you get these documents, please send to me so that I can complete my process of placing this contract on the agenda.

Thank you

Zenola Holland
Purchasing Assistant
City of Detroit-Finance Dept. Purchasing Division
2 Woodward Ave., Ste. 1008
Detroit, MI 48226
Office: 313-224-9235
Fax: 313-628-1160
hollandz@detroitmi.gov

Michael E. Duggan, Mayor



REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: Transportation

E-MAIL ADDRESS: arnitac@detroitmi.gov

CONTACT NAME: Arnita Clark PHONE: (313) 833-7711 FAX: (313) 833-7890

Type of Clearance: ☐ New ☐ Renewal (Please submit 30 days prior to submitting bid or expiration date)

To:
A. City of Detroit
Income Tax Division
Coleman A. Young Municipal Center
2 Woodward Avenue, Ste. 512
Detroit, MI 48226

Phone: (313) 224-3328 or 224-3329
Fax: (313) 224-4588

For:
Individual or
Company Name New Flyer Industries

Address 711 Kernaghan Ave

City Winnipeg, Manitoba

State MB

Zip Code _____

Telephone (800) 665-2637 Fax # (800) 745-5368

E-mail Address jeffrey_west@newflyer.com

B. Name of Chief Financial Officer/Authorized Contact Person
(Include address if different from above)

Telephone # _____

Fax # _____

Employer Identification or Social Security Number

98-0453252

Spouse Social Security Number

98-0647911

Nature of Contract Parts, COACH OEM

BID CONTRACT AMOUNT (If known):

Labor: \$ _____

Material: \$ _____

Contract # (If known) _____

C. ALL QUESTIONS MUST BE ANSWERED TO EXPEDITE APPROVAL PROCESS. ANY QUESTION NOT ANSWERED MAY RESULT IN A DENIAL OF INCOME TAX CLEARANCE.

Check One: ☒ Individual ☐ Corporation ☐ Partnership ☐ Estate & Trust

INDIVIDUALS ANSWER QUESTIONS 1,2,3,4.

1. Have you filed joint returns with spouse during the last seven (7) years? (If yes, include spouse SSN above) ☐ Yes ☐ No
2. Are you a student, and/or claimed as a dependent on someone else's tax return? ☐ Yes ☐ No
3. Were you employed during the last seven (7) years? ☐ Yes ☐ No
4. Were you a resident of Detroit during the last seven (7) years? ☐ Yes ☐ No

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

5. Is the company a new business in Detroit? If yes, attach Employer Registration (Form DSS-4). ☐ Yes ☐ No
6. Will the company have employees working in Detroit? ☐ Yes ☐ No
7. Will the company use sub-contractors or independent contractors in Detroit? ☐ Yes ☐ No

D.

FOR INCOME TAX USE ONLY

Has the contractor complied with the provisions of the Detroit Income Tax Ordinance?

☒ Yes ☐ No

Signature _____

Signature _____

Signature _____

Date _____

Date _____

Date _____

Expires _____

Expires _____

Expires _____

VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT: www.detroitmi.gov

NOTE: An approved Income Tax Certificate may be used in multiple city wide departments that require a bid. Please e-mail your completed request form (preferably in pdf format) to: IncomeTaxClearance@detroitmi.gov

**PURCHASING DIVISION
VENDOR CLEARANCE REQUEST**

Submit to: Revenue Collections
Purchasing Vendor
1012 Coleman A. Young Municipal Center
Detroit, MI 48226
(313) 224 - 4087 (Telephone)
(313) 224 - 4238 (Fax)

Nature of Contract PART OEM
Contract Amount \$700,000

Business Type: ☒ Corp ☐ Partnership ☐ Sole Proprietorship ☐ Personal Services

Business Name NEW FLYER INDUSTRIES

Business Address 711 KERNAGHAN AVE. WINNIPEG, MANITOBA
R2C 3T4
CANADA

Ward/Item # _____

F.I.D. NO. _____

City Personal Property I.D. # 98-0107062

Owner(s) Name _____

Owner(s) SS# _____

Contact Person Connie Kolesky

Phone Number 800-655-2637

Fax Number _____

Owner(s) Home Address _____ ☐ Lease ☐ Own

Please do not write below this line for department use only.

Real Property Special Assessment Personal Property Other Receivable

☐ Denied ☐ Denied ☐ Denied ☐ Denied
☒ Approved ☒ Approved ☒ Approved ☒ Approved

Comments: _____

**REVENUE COLLECTIONS
APPROVED
CONTRACT CLEARANCES**

Please mail, fax or drop off this Vendor Request Form to the Revenue Collection Unit at the address indicated above. You will be responsible for keeping the clearance and submitting a photocopy to Purchasing with your bid package.

[Signature]
Signature of Vendor

JUL 11 2014
Date

DEC 30 2014
Expiration Date

COVENANT OF EQUAL OPPORTUNITY
(Application for Clearance - Terms Enforced After Contract is Awarded)

I, being duly authorized representative of the New Flyer Industries Canada VLC, (hereinafter "Contractor"), do hereby enter into a Covenant of Equal Opportunity (hereinafter "Covenant") with the City of Detroit, ("hereinafter" City); obligating the Contractor and all sub-contractors not to discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his or her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression.

I understand that it is my responsibility to ensure that all potential sub-contractors are reported to the City of Detroit Human Rights Department and have a current *Contract Specific Clearance* on file prior to working on any City of Detroit contract. I further understand that the City of Detroit reserves the rights to require additional information prior to, during, and at any time after the Clearance is issued.

Furthermore, I understand that this covenant is valid for the life of the contract and that a breach of this covenant shall be deemed a material breach of the contract and subject to damages in accordance with the City of Detroit Code, Ordinance No. 27-3-2, Section (e).

RFQ/PO No. _____

Printed Name of Contractor: New Flyer Industries Canada VLC
(Type or Print Legibly)

Contractor Address: Winnipeg, Manitoba, R2C 5G1
(City) (State) (Zip)

Contractor Phone/E-mail: (204) 982-8400, _____
(Phone) (E-mail)

Printed Name & Title of Authorized Representative: Glean Asham, Chief Financial Officer

Signature of Authorized Representative: _____

Date: March 17, 2014

*** This document MUST be notarized ***

Signature of Notary: _____

Colin Pewarchuk
Barrister/Solicitor/Notary Public
711 Kernaghan Ave
Winnipeg, MB R2C 3T4

Printed Name of Seal of Notary: _____

My Commission Does Not Expire
My Commission Expires: _____

For Office Use Only:	
Cov. Rec'd: <u>3/24/14</u> to _____	Department Name: <u>Transportation</u>
Accepted by: <u>[Signature]</u>	Rejected by: _____
Please email or fax Covenant and EOC to Director of Human Rights Department 1240 CAYMC at HumanRightsCL@cityofdetroit.gov or fax (313) 224-3434	

Ref. No. 320007063791

CERTIFICATE OF INSURANCE

Aon Reed Stenhouse Inc.
20 Bay Street
Toronto ON M5J 2N9
tel 416-868-5500 fax 416-868-5580

Re: Option #2014-026 - SR-1895, (31) XD40s

Detroit Department of Transportation
1301 E. Warren Avenue
Detroit, MI 48207
USA

Insurance as described herein has been arranged on behalf of the Insured named herein under the following policy(ies) and as more fully described by the terms, conditions, exclusions and provisions contained in the said policy(ies) and any endorsements attached thereto.

Insured

New Flyer of America Inc.
214 5th Avenue SW
Crookston, MN 56716
USA

Coverage

Commercial General Liability	Insurer	Zurich Insurance Company Ltd	
Policy #	8249883		
Effective	01-Oct-2013	Expiry	01-Oct-2014
Limits of Liability	Bodily Injury & Property Damage, Each Occurrence USD1,000,000 Policy may be subject to a general aggregate and other aggregates where applicable		
U.S. Automobile	Insurer	Zurich Insurance Company Ltd	
Policy #	BAP 9299162 - 07		
Effective	01-Oct-2013	Expiry	01-Oct-2014
Limits of Liability	Liability USD1,000,000		
US Workers Comp/Employers Liability	Insurer	Zurich Insurance Company Ltd	
Policy #	WC 9303185-12		
Effective	01-Oct-2013	Expiry	01-Oct-2014
Limits of Liability	Bodily Injury - by Accident USD1,000,000 Bodily Injury - by Disease, policy limit USD1,000,000 Bodily Injury - by Disease, each employee USD1,000,000 Workers Compensation As per applicable Law		

THE POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE
OR, IN THE CASE OF AUTOMOBILE INSURANCE,

THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE

AON

Ref. No. 320007063791

CERTIFICATE OF INSURANCE

Additional Insured

Only with respect to the above and arising out of the Named Insured's operations are the following name(s) added to the policy as Additional Insured(s). The policy limits are not increased by the addition of such Additional Insured(s) and remain as stated in this Certificate.

Detroit Department of Transportation where required by written contract or written agreement with respect to Commercial General Liability

Only with respect to licensed leased vehicles when the lease agreement requires insurance to be provided by the lessee, is the following name(s) added to the policy as Additional Insured(s). The policy limits are not increased by the addition of such Additional Insured(s) and remain as stated in this Certificate.

Detroit Department of Transportation where required by written contract or written agreement with respect to U.S. Automobile

Terms and / or Additional Coverage

Commercial General Liability includes: Products and Completed Operations, Contractual Liability and Broad Form Property Damage

Cancellation / Termination

The Insurer will endeavour to provide THIRTY (30) days written notice of cancellation/termination to the addressee except that statutory or policy conditions (whichever prevails) will apply for non-payment of premium.

THIS CERTIFICATE CONSTITUTES A STATEMENT OF THE FACTS AS OF THE DATE OF ISSUANCE AND ARE SO REPRESENTED AND WARRANTED ONLY TO Detroit Department of Transportation. OTHER PERSONS RELYING ON THIS CERTIFICATE DO SO AT THEIR OWN RISK.

Aon Reed Stenhouse Inc.



Dated : 29-August-2014
Issued By : MacKenzie, Roddy
Tel : 416-868-5814

Hiring Policy Compliance Affidavit

Janice Harper, being duly sworn, state that I am the Vice President
Human Resources of New Flyer Industries Canada LLC
Title Name of Bidder Corporation or Other Business Entity

and that I have reviewed the hiring policies of this employer. I affirm that these policies are in compliance with the requirements of Article V, Division 6 of the Detroit City Code of 1984, being Sections 18-5-81 through 18-5-86 thereof. I further affirm that this employer will not inquire or consider the criminal convictions of applicants for employment needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted, until such times as the employer interviews the applicant or determines that the applicant is qualified.

In support of this affidavit, I attach a copy of the application form that will be used to hire employees needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted.

SIGNED,

Janice Harper
Title: V.P. Human Resources

Date: March 24 / 2014

STATE OF Manitoba
COUNTY OF CANADA) SS

The foregoing Affidavit was acknowledged before me the 24th day of March, 2014,
by Janice Harper

Christy L. Davidson
A Notary Public for the Province of Manitoba.
My Commission Expires: May 19, 2015
711 Kernaghan Avenue
Winnipeg, Manitoba R2C 3T4

Notary Public, County of _____
State of _____
My commission expires: _____



NEW FLYER

APPLICATION FOR EMPLOYMENT

(Application must be completed in full)

Headquarters/Winnipeg Facility
711 Kemaghan Ave.
R2C 3T4 Canada

Applicant Name		Date
OTHER NAME under which records (employment, academic, etc) may be kept		
Present Address (Street, City, Province, Postal Code)	Home Telephone Number ()	Number for Messages ()
Mailing Address (Street, City, Province, Postal Code) if different from above		
Are you able to travel within the US? <input type="checkbox"/> Yes <input type="checkbox"/> No		Have you ever worked for New Flyer? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, where?
Are you legally entitled to work in Canada? <input type="checkbox"/> Yes <input type="checkbox"/> No		Last Position Held at New Flyer
Names of relatives or friends working for New Flyer.		Dates Worked
Position Applying For		Reason for Leaving
		Date Available to Start

EDUCATION

Please list any education, training, or specialized experience you feel relates to the position applied for that would help you perform the work, such as high school, colleges, degrees, licenses, vocational or technical programs.

School Name/Address 12 11 10 9	Dates		Graduated		Specialization
	From	To	Month	Year	
College/University					
Other					

Degrees, licenses, certificates, memberships, special achievements, experience or training (please provide copies of all certificates, diplomas, licenses and transcripts)

WORK HISTORY

Name of PRESENT or LAST Employer				Address	
STARTING DATE		LEAVING DATE		Reason for Leaving	
Month	Year	Month	Year		
Job Title (Present or Last)				Name of Supervisor	May we contact? <input type="checkbox"/> Yes <input type="checkbox"/> No Phone:
Description of Work and Responsibilities					

Resume Attached: ☐ Yes ☐ No

WORK HISTORY CONT.

Name of PRESENT or LAST Employer				Address	
STARTING DATE		LEAVING DATE		Reason for Leaving	
Month	Year	Month	Year		
Job Title (Present or Last)				Name of Supervisor	
Description of Work and Responsibilities				May we contact?	
				☐ Yes ☐ No	
Phone:					
Name of PRESENT or LAST Employer				Address	
STARTING DATE		LEAVING DATE		Reason for Leaving	
Month	Year	Month	Year		
Job Title (Present or Last)				Name of Supervisor	
Description of Work and Responsibilities				May we contact?	
				☐ Yes ☐ No	
Phone:					
Name of PRESENT or LAST Employer				Address	
STARTING DATE		LEAVING DATE		Reason for Leaving	
Month	Year	Month	Year		
Job Title (Present or Last)				Name of Supervisor	
Description of Work and Responsibilities				May we contact?	
				☐ Yes ☐ No	
Phone:					

REFERENCES – List 3 work related references with at least one direct reporting relationship

Name/Address	Phone#	Position	Years Known

EMPLOYMENT UNDERSTANDING**AUTHORIZATION AND RELEASE:**

I authorize New Flyer Industries to conduct an investigation of my qualifications for employment. I realize that the investigation may include contacting my prior employers and references unless I have indicated otherwise on this form. I release any and all persons and parties connected with the investigation from any and all claims or damage arising from the furnishing of information as part of that investigation. I declare that the information on this form is correct and I understand that, if employed, incorrect or misleading/incomplete information may result in dismissal.

PLEASE HAVE YOUR SIGNATURE WITNESSED:

Date: _____

Applicant's Signature: _____

Date: _____

Witness Signature: _____

CITY OF DETROIT
SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

1. Name of Contractor: New Flyer Industries Canada ULC ("New Flyer Parts")
2. Address of Contractor: 630 Kernaghan Avenue, Door 76
Winnipeg, Manitoba, R2C 5G1, Canada
3. Name of Predecessor Entities (if any): New Flyer Industries Limited
4. Prior Affidavit submission? ☒ No ☐ Yes, on: _____
(Date of prior submission)
If "No", complete Items 5 and 6.
If "Yes", list date of prior submission above, go to Item 6 and execute this Affidavit.
5. ☒ Contractor was established in 1930 (year) and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.
☐ Contractor has searched their records and those of any predecessor entity, and has found no records that they or any predecessor(s) made any investments in, or derived profits from the slave industry or from slave holder insurance policies.
☐ Contractor has found records that they or their predecessor(s) made investments in, or derived profits from, the slave industry or slave holder insurance policies. The nature of the investment, profits, or insurance policies, including the names of any slaves or slave holders, is disclosed in the attached document(s).
6. I declare that the representations made in this Affidavit are accurate to the best of my knowledge and are based upon a diligent search of records in the Contractor's possession or knowledge. All documentation attached to this Affidavit reflects full disclosure of all records that are required to be disclosed to the City of Detroit. I also acknowledge that any failure to conduct a diligent search, or to make a full and complete disclosure, shall render this contract voidable by the City of Detroit.

Glenn Asham (Printed Name) CFO (Title)

[Signature] (Signature) March 17, 2014 (Date)

Subscribed and sworn to before me
this 17th day of MARCH, 2014

Notary Public [Signature] County, Michigan PROVINCE OF MANITOBA
My Commission Expires DOES NOT EXPIRE

Colin Powarchuk
Barrister/Solicitor/Notary Public
711 Kernaghan Ave
Winnipeg, MB R2C 3T4

SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE ORDINANCE

Sec. 18-5-92. Affidavit of disclosure required.

- (a) As part of its contract package, each contractor with which the City enters into a contract shall submit to the Finance Department Purchasing Division prior to the submission to City Council or approval of such contract, an affidavit that discloses the information indicated in Subsection (b) and (c) of this section. The affidavit shall be on a form provided by the Finance Department Purchasing Division.
- (b) The affidavit shall verify that the contractor has searched all records of the entity which proposes to enter into a contract with the City, as well as all records of any predecessor entity, that are within the possession or knowledge of the contractor regarding records of investments or profits from the slave industry, including records of any insurance policies issued to slave holders which provided coverage for injury, death, or other loss related to slaves who were held during the slavery era in the United States.
- (c) The affidavit shall disclose any information discovered during the search regarding investments or profits from slavery or slave holder insurance policies which accrued to the current entity or to any predecessor entity, including the names of any slaves or slave holders that are described in such records or are otherwise within the knowledge of the contractor.

Sec 18-5-93. Voidability of contract.

- (a) Failure to comply with this division shall render the contract voidable by the City.
- (b) A determination to void the contract for failure to comply with this division shall be made by the Director of the Finance Department at any time after reviewing, or become aware of, information which indicates that a contractor has failed to comply with this division.

Sec 18-5-94—18-5-100. Reserved.

Section 2. All ordinances, or parts of ordinances, that conflict with this ordinance are repealed.

Section 3. This ordinance is declared necessary for the preservation of the public peace, health, safety, and welfare of the People of the City of Detroit.

Section 4. In the event that this ordinance is passed by a two-thirds majority of City Council Members serving, it shall be given immediate effect and shall become effective upon publication in accordance with Section 4-116 of the 1997 Detroit City Charter. Where this ordinance is passed by less than a two-thirds (2/3) majority of City Council Members serving, it shall become effective no later than thirty (30) days after enactment, or on the first business day thereafter in accordance with Section 4-115 of the 1997 Detroit City Charter.

(J.C.C.p.)	May 5, 2004
Passed:	June 23, 2004
Published:	July 19, 2004
Effective:	July 19, 2004
	JACKIE L. CURRIE
	City Clerk

SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE ORDINANCE

**NOTICE OF ENACTMENT OF ORDINANCE
TO: THE PEOPLE OF DETROIT, MICHIGAN
(On June 23, 2004, the City of Detroit adopted the following Ordinance)**

ORDINANCE NO. 20-04 CHAPTER 18 ARTICLE V

AN ORDINANCE TO AMEND CHAPTER 18, ARTICLE V, OF THE 1984 DETROIT CITY CODE, TITLED "PURCHASES AND SUPPLIES," BY ADDING DIVISION 7. TITLED "SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE," WHICH SHALL CONSIST OF SECTIONS 18-5-91 THROUGH 18-5-93, TO REQUIRE, AS PART OF THE CONTRACTING PROCESS, THAT EACH CONTRACTOR WITH WHICH THE CITY ENTERS INTO A CONTRACT SEARCH ITS RECORDS AND THOSE OF ANY PREDECESSOR ENTITY, AND SUBMIT AN AFFIDAVIT DISCLOSING ANY RECORDS WITHIN ITS POSSESSION OR KNOWLEDGE RELATING TO INVESTMENTS OR PROFITS FROM THE SLAVE INDUSTRY, INCLUDING INSURANCE POLICIES ISSUED TO SLAVE HOLDERS THAT PROVIDED COVERAGE FOR INJURY, DEATH OR OTHER LOSS RELATED TO SLAVES WHO WERE HELD DURING THE SLAVERY ERA IN THE UNITED STATES.

AN ORDINANCE to amend Chapter 18, Article V, of the 1984 Detroit City Code, titled "Purchases and Supplies." by adding Division 7. titled "Slavery Era Records and Insurance Disclosure." which shall consist of Sections 18-5-91 through 18-5-93, to require, as part of the contracting process, that each contractor with which the City enters into a contract search its records and those of any predecessor entity, and submit an affidavit disclosing any records within its possession or knowledge relation to investments or profits from the slave industry, including insurance policies issued to slave holders that provided coverage for injury, death or other loss related slaves who were held during the slavery era in the United States.

IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT THAT:

Section 1. Chapter 18, Article V, of the 1984 Detroit City Code, titled "Purchases and Supplies." by adding Division 7. titled "Slavery Era Records and Insurance Disclosure." which shall consist of Sections 18-5-91 through 18-5-93, to read as follows:

DIVISION 7. SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE.

Sec. 18-5-91. Scope.

- (a) This division shall apply to each contractor for goods or services with which the City enters into a contract, whether or not the contract is subject to competitive bid.**
- (b) Each contractor shall be responsible for searching and disclosing records of the entity which proposes to enter into a contract with the City as well as all records of any predecessor entity that are within the possession or knowledge of the contractor regarding records of Investments or profits from the slave Industry, including records of any insurance policies issued to slave holders which provided coverage for injury, death, or other loss related to slaves who were held during the slavery era in the United States.**

minimum and a maximum quantity, which
parties to the solicitation. See BPPM Se
graph below Indefinite Quar

Samuel Elmer - RE: State Connecticut contract

From: <cecilia.con@dot.gov>
To: <samelm@roitmi.gov>
Date: 5/8/2014 5:35 PM
Subject: RE: State Connecticut contract
CC: <LutDig@detroitmi.gov>, <PauTol@detroitmi.gov>, <dandirks@detroitmi.gov>...

Samuel,

We have reviewed the state of Connecticut contract that DDOT would like to use for the purchase of 10 vehicles with CMAQ funds under a pending grant application. The Connecticut contract appears to comply with FTA requirements for piggybacking and DDOT may piggyback on the Connecticut contract.

Please make sure that you are familiar with all of the requirements for piggybacking. For your reference, I have summarized some of the piggyback requirements below.

FTA Requirements

1. The contract must contain an *express assignability clause* that provides for the assignment of all or part of the specified deliverables. FTA's policy is that the original solicitation must contain an *express notification* to all bidders that an assignment would be possible under the terms of the contract. Such a notification would put the bidders on notice that they would likely be called upon to deliver all of the deliverable items, both the base as well as the option quantities. The assignment clause would thus be an important factor in the original competitive bidding. If the contract does not contain an express assignability clause, piggybacking is not permitted.
2. The Contractor must submit the "certifications" required by Federal regulations in accordance with the requirements of the solicitation. See the BPPM (Best Practices Procurement Manual) Section 4.3.3.2. - *Federally Required Submissions with Offers*. Piggybacking is not permitted when the Contractor has failed to submit the required Federal certifications with its bid.
3. The contract must contain the clauses required by Federal regulations. See the BPPM Appendix A - *Federally Required and Other Model Contract Clauses*. Note that not all clauses in Appendix A will apply to all contracts - review each clause for applicability to the specific contract to be piggybacked. If a required Federal clause is not included in the contract, piggybacking is not permitted.
4. The piggybacking quantities must be included in the original solicitation; i.e., in the original bid and must have been evaluated as part of the contract award decision. If not, this would be an impermissible tag-on.
5. If the contract is an indefinite quantity contract, the original

40CSI

AGREEMENT TO ACCEPT ASSIGNMENTS

This is an agreement to accept the three assignments entered into by New Flier of America, Inc., a North Dakota corporation ("New Flier"), and the Bureau of Public Transportation of the Connecticut Department of Transportation ("ConnDOT") for the purpose of assigning to the Department of Transportation of the City of Detroit, a Michigan municipal corporation ("DDOT"), the rights and benefits of purchasing a total of ~~thirty three (33)~~ ^{thirty one (31)} forty foot diesel transit coaches, consisting of three separate assignments of one (1) coach, ten (10) coaches, and twenty (20 coaches), hereinafter referred to collectively as, "the Assignments", pursuant to the original contract that was awarded November 17, 2009 by ConnDOT to New Flier.

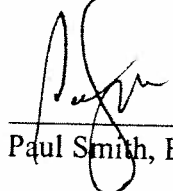
For purposes of the Assignments, New Flier and DDOT agree that all references in the original contract to ConnDOT, and/or its officers, directors, employees and agents, shall now refer to DDOT and/or its officers, directors, employees and agents.

For purposes of the Assignments, New Flier and DDOT agree that all references in the original contract related to the State of Connecticut shall now refer to the State of Michigan, and, where applicable, the City of Detroit, which is a municipal corporation of the State of Michigan.

All other terms and conditions of the original contract remain the same and are incorporated herein.

The duly authorized representatives of New Flier and DDOT execute this Agreement on the dates set forth below:

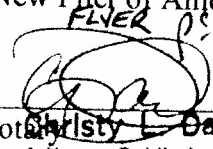
For New Flier:


Paul Smith, Executive Vice President

Dated: 20 AUG 2014

ACKNOWLEDGEMENT

The foregoing agreement was acknowledged before me the 20 day of AUGUST, 2014 by Paul Smith, the Executive Vice President of New Flier of America, Inc. on behalf of the corporation.


Notary Christy L. Davidson

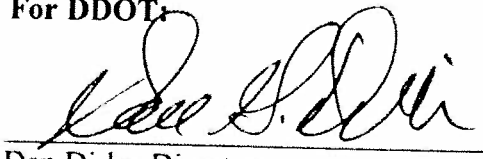
A Notary Public for the Province of Manitoba.

My Commission Expires: May 19, 2015

711 Kernaghan Avenue

Winnipeg, Manitoba R2C 3T4

For DDOT:


Dan Dirks, Director

Dated: AUG. 22, 2014

the Corporation (which shall
the Treasurer and the
whether

CERTIFICATE OF SIGNING AUTHORITY

I, Colin Pewarchuk, Executive Vice President, General Counsel and Corporate Secretary of New Flyer of America Inc. (the "Corporation"), a corporation duly organized and existing under the laws of the State of North Dakota, certify in my capacity as Executive Vice President, General Counsel and Corporate Secretary and not in my personal capacity, that the following resolutions of the Corporation's directors were passed on August 19, 2009, which resolutions have not been rescinded or amended, and are still in full force and effect:

"BE IT RESOLVED that any and all resolutions of the directors of the Corporation previously passed regarding the execution of (i) contracts, agreements or other instruments for the manufacture, supply or sale of buses, (ii) bids, quotations, proposals, tenders or submissions for the manufacture, supply or sale of buses, and (iii) any representations, certifications or affidavits delivered in connection with the documents and instruments described in clauses (i) and (ii) above, be and are hereby replaced, without prejudice to any document or instrument signed on or prior to the date hereof, with the following:

- (a) either the President alone or any two Vice Presidents of the Corporation (which shall include Executive Vice Presidents, Vice Presidents, the Treasurer and the Chief Financial Officer of the Corporation) acting together, may, whether under the corporate seal of the Corporation or otherwise, execute and deliver for and on behalf of the Corporation, any contract, agreement or other instrument for the manufacture, supply or sale of buses, which contract, agreement or other instrument when executed in accordance herewith, shall be binding on the Corporation;
- (b) either the President alone or any two Vice Presidents of the Corporation (which shall include Executive Vice Presidents, Vice Presidents, the Treasurer and the Chief Financial Officer of the Corporation) acting together, may, whether under the corporate seal of the Corporation or otherwise, execute and deliver for and on behalf of the Corporation, any document or instrument regarding the making of a bid, quotation, proposal, tender or submission for the manufacture, supply or sale of buses, which document or instrument when executed in accordance herewith, shall be binding on the Corporation; and

Assignment of Contract

The Connecticut Department of Transportation (ConnDOT) hereby and irrevocably assigns and transfers over to the Detroit Department of Transportation, Detroit, MI, and their successors the right to purchase one (1) forty foot New Flyer diesel transit coach from the contract between ConnDOT and New Flyer of America Inc., awarded November 17, 2009.

This is a multi-year contract for the period of 5 years and includes forty foot diesel hybrid transit coaches. The base price for said assigned 40' buses in this contract is \$ 383.036 per coach and is subject to adjustments as outlined in the contract. The base price does not include manuals, spare parts, or additional training.

ConnDOT warrants that the contract is in good force and effect in the form and terms annexed and that the contract is assignable.

ConnDOT also warrants that the rights and benefits hereunder are free and clear of any liens, adverse claims or interest.

The assignment shall be binding on the parties identified below.

Executed this 17th day of June 2014



New Flyer of America Inc
Paul Smith
Executive Vice President Sales & Marketing



Bureau of Public Transportation
Connecticut Department of Transportation
Michael Sanders
Transit Administrator

Assignment of Contract

The Connecticut Department of Transportation (ConnDOT) hereby and irrevocably assigns and transfers over to the Detroit Department of Transportation, Detroit, MI, and their successors the right to purchase ten (10) forty foot New Flyer diesel transit coaches from the contract between ConnDOT and New Flyer of America Inc awarded November 17, 2009.

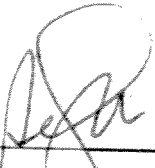
This is a multi-year contract for the period of 5 years and includes forty foot diesel hybrid transit coaches. The base price for said assigned 40' buses in this contract is \$ 383.036 per coach and is subject to adjustments as outlined in the contract. The base price does not include manuals, spare parts, or additional training.

ConnDOT warrants that the contract is in good force and effect in the form and terms annexed and that the contract is assignable.

ConnDOT also warrants that the rights and benefits hereunder are free and clear of any liens, adverse claims or interest.

The assignment shall be binding on the parties identified below.

Executed this 29th day of April 2014



New Flyer of America Inc
Paul Smith
Executive Vice President Sales & Marketing



Bureau of Public Transportation
Connecticut Department of Transportation
Michael Sanders
Transit Administrator

Assignment of Contract

The Connecticut Department of Transportation (ConnDOT) hereby and irrevocably assigns and transfers over to the Detroit Department of Transportation, Detroit, MI, and their successors the right to purchase twenty (20) forty foot New Flyer diesel transit coaches from the contract between ConnDOT and New Flyer of America Inc awarded November 17, 2009.

This is a multi-year contract for the period of 5 years and includes forty foot diesel hybrid transit coaches. The base price for said assigned 40' buses in this contract is \$383,036 per coach and is subject to adjustments as outlined in the contract. The base price does not include manuals, spare parts, or additional training.

ConnDOT warrants that the contract is in good force and effect in the form and terms annexed and that the contract is assignable.

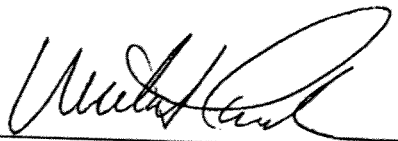
ConnDOT also warrants that the rights and benefits hereunder are free and clear of any liens, adverse claims or interest.

The assignment shall be binding on the parties identified below.

Executed this 5th day of June 2014



New Flyer of America Inc
Paul Smith
Executive Vice President Sales & Marketing



Bureau of Public Transportation
Connecticut Department of Transportation
Michael Sanders
Transit Administrator



QUOTATION FOR HEAVY DUTY LOW-FLOOR DIESEL TRANSIT BUSES

SECTION 1

Contents:

Title	Submission Requirements
Price Change Summary:	Attached is our price change summary. Please indicate your acceptance by signing and returning a copy to New Flyer, attention Jennifer McNeill, Director, Sales and Business Development by Fax at: 204-224-4214



Price Change Summary

Property:	Detroit (DDOT)
Option Origin:	ConnDot Bid #09-016
Sales Release No.:	Option #2014-026
Quantity:	30
Type:	XD40
Price Change No.:	1
Revision:	A
Date:	13-Jun-14

	Each	Total
Original Contract Price Base Coach	\$ 383,035.61	\$ 11,491,068.22
Base Bus Price Change Total	\$ 26,625.79	\$ 798,773.63
Contract Spares Base Bus Price Change Total	\$ -	\$ -
Revised Price Base Bus (including ADA & delivery)	\$ 409,661.40	\$ 12,289,841.85
Original Contract Price for Contract Spares (If priced separately)	\$ -	\$ -
Contract Spares Changes (Priced Separately) Total	\$ -	\$ -
Revised Contract Spares Priced Separately	\$ -	\$ -
Original Contract Price for Miscellaneous (If priced separately)	\$ -	\$ -
Miscellaneous Price Change Total	\$ -	\$ -
Revised Miscellaneous Priced Separately	\$ -	\$ -
Original Total Contract Price		\$ 11,491,068.22
Total Contract Price Changes		\$ 798,773.63
Revised Total Contract Price		\$ 12,289,841.85

Authorized Signatures:

New Flyer Authorization:

Signature:

Title: Paul Smith - EVP Sales and Marketing

Date: 13-Jun-14

Property Authorization:

Signature:

Title:

Date:

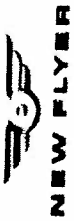


QUOTATION FOR HEAVY DUTY LOW-FLOOR DIESEL TRANSIT BUSES

SECTION 2

Contents:

Title	Submission Requirements
Price Detail Sheet	Attached is our price change details sheet. This sheet includes all price changes that are required from the base bus price to the proposed configuration as requested.



Price Change Detail

Property: Detroit (DO017)
 Option Origin: ConnDot Bid #08-016
 Series Release No.: Option #2014-028
 Quantity: 30
 Bus Type: XD40

Price Change Type	Reference No.	Option No.	Option Group	SRCR No.	Description	Sum of Total \$USD
Base Bus Price Change	1	PP1	Producer Price Index		Add PPI from Oct 2008 to May 2014	\$26,188.96
	2	241	Fuel System		Add diesel fuel level indicator located on the dash panel cluster - Included	\$0.00
	3	246	Air, Brake & Lev Systems		Change to Graham White air dryer	\$487.84
	4	420	Body A/P Before Paint		Change to full length roof fairings	\$58.37
	5	277	Interior Lighting		Change passenger lighting covers to blue for the first bank of lights and white for the remaining - Included	\$0.00
	6	304	Paint & Decal		Change to two (2) basic roof hatches - Included	\$739.27
	7	420	Body A/P Before Paint		Change to Alko passenger and driver's platform floor covering - Storm TFM 27603	\$0.00
	8	490	Flooring A/P		Change to EUP cooling system	\$61.13
	9	231	Cooling System		Change to heated destination sign glass	\$2,361.80
	10	470	Destination Signs		Change to heated destination sign glass	\$86.98
	11	470	Destination Signs		Delete rear route sign	\$901.82
	12	480	Mirrors		Change to remote controlled / heated exterior street side and curb side mirrors	\$36.10
	13	491	Door Exit		Change exit door glass to 1/2 box and no glass at the bottom	\$208.16
	14	526	Sealing & Stanchions		Change to USBC - Area 1111111111 (40) passenger seating	\$2,984.97
	15	526	Sealing & Stanchions		Change to USBC - 9100 ALX driver's seat	\$381.60
	16	600	Customer Options		Change to camera system provisions	\$9,216.31
	17	600	Customer Options		Delete legal notice holder from ConnDot	\$103.78
	18	600	Customer Options		Delete hubodometer from ConnDot	\$41.41
	19	600	Customer Options		Delete trash can from ConnDot	\$14.73
	20	219	Engine		Change to 2013 EPA Cummins engine	\$875.00
	21	706	Contract Spares		Delete Spare from ConnDot	\$438.28
Base Bus Price Change Total						\$26,628.79
Grand Total						\$26,628.79

CONTRACT AWARD

Mary Matuszak
Fiscal Administrative
Supervisor

(860) 594-2342
Telephone Number

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
DIV. OF PURCHASING & MATERIALS MGMT.
2800 Berlin Turnpike

PO Box 317546
Newington, CT 06131-7546

CONTRACT AWARD NO.:

09DOT7004

DATE AWARDED:

(See Vendor Contracts - Date of
Signature by ConnDOT)

RFP DUE DATE:

June 15, 2009

AUTHORIZATION:

CGS 13b-34, 4a-2 and 4a-51

CONTRACT AWARD

COMMODITY CLASS/SUBCLASS AND DESCRIPTION: Low Floor Heavy Duty Transit Buses and High Floor Heavy Duty Suburban Buses

FOR:

Department of Transportation
2800 Berlin Turnpike
Newington, CT 06131-7546

TERM OF CONTRACT /DELIVERY DATE REQUIRED:

Contract Term: 5 Years From Date of Award

Delivery: See Attached Exhibit B (Price Schedule) for Each Vendor

POTENTIAL TOTAL CONTRACT AWARD VALUE:

\$406,229,027.67

CONTRACT AMOUNT IS ESTIMATED, AND WILL ULTIMATELY BE DETERMINED BY THE NUMBER OF BUSES
AND SPARE PARTS PURCHASED OVER THE LIFE OF THE CONTRACT. ACTUAL COSTS ARE NOTED ON THE
ATTACHED EXHIBIT B (PRICE SCHEDULE) FOR EACH VENDOR.

NOTICE TO CONTRACTORS: This notice of award is not an order to ship or to produce services. Purchase Orders against this contract will be furnished by the Department of Transportation. INVOICES SHALL BE RENDERED DIRECTLY TO THE DEPARTMENT OF TRANSPORTATION.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

**THE ATTACHED DOCUMENTS ARE HEREBY INCORPORATED INTO
CONTRACT AWARD NO. 09DOT7004 AND MADE A PART HEREOF**

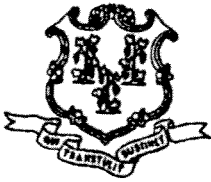
NAME AND ADDRESS OF CONTRACTOR(S)

Company Name: Gillig LLC		CORE Award No.: 09DOT7004AA
Address: 25800 Clawiter Road, Hayward, CA 94545		30' Low Floor (Diesel & Hybrid)
Tel. No.: (800) 735-1500 x 5093	Fax No.: (510) 785-6819	Est. Award Amount: \$37,772,098.32
Contact Person: Brian Macleod	SSN/FEIN No.: 26-3085364	
Certification Type (SBE, MBE, WBE or None): none	Terms: Net 45 Days	
Company E-mail Address and/or Company Web Site: www.gillig.com		

Company Name: New Flyer of America Inc.		CORE Award No.: 09DOT7004AB
Address: 711 Kernaghan Avenue, Winnipeg, Manitoba, Canada R2C 3T4		35', 40' Low Floor (Diesel & Hybrid)
Tel. No.: (204) 224-6626	Fax No.: (204) 224-4214	Est. Award Amount: \$260,317,280.32
Contact Person: Chris Cudmore	SSN/FEIN No.: 45-0414949	
Certification Type (SBE, MBE, WBE or None): none	Terms: Net 45 Days	Prompt Payment: 0.29 % 10 Days
Company E-mail Address and/or Company Web Site: www.newflyer.com		

Company Name: Motor Coach Industries, Inc.		CORE Award No.: 09DOT7004AC
Address: 1700 East Golf Road, Schaumburg, IL 60173		45' Coach (Diesel)
Tel. No.: (610) 945-7684	Fax No.: (502) 318-8324	Est. Award Amount: \$48,679,145.18
Contact Person: Jamie Cressman	SSN/FEIN No.: 45-027789	
Certification Type (SBE, MBE, WBE or None): none	Terms: Net 45 Days	Prompt Payment: 0.5 % 10 Days
Company E-mail Address and/or Company Web Site: www.mcicoach.com		

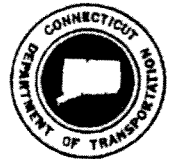
Company Name: Nova Bus LFS, a Division of Prevost Car (US) Inc.		CORE Award No.: 90DOT7004AD
Address: 260 Banker Road, Plattsburgh, NY 12901		60' Low Floor (Diesel & Hybrid)
Tel. No.: (450) 974-6052	Fax No.: (450) 974-3001	Est. Award Amount: \$59,460,503.85
Contact Person: Jean-Pierre Barakat	SSN/FEIN No.: 14-1768147	
Certification Type (SBE, MBE, WBE or None): none	Terms: Net 45 Days	Prompt Payment: 0.3217 % 10 Days (Diesel) 0.2451 % 10 Days (Hybrid)
Company E-mail Address and/or Company Web Site: www.novabus.com		



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546

Phone:



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
EXPRESS FINDING
PURSUANT TO SECTION 13b-35
OF THE
GENERAL STATUTES OF CONNECTICUT, AS REVISED

BE IT KNOWN, THAT I, James Redeker, Bureau Chief, Bureau of Public Transportation, under the authority delegated to me by Joseph F. Marie, Commissioner of Transportation, State of Connecticut, intend to exercise the powers conferred by Section 13b-34 of General Statutes of Connecticut to purchase certain equipment for the purpose of providing bus transportation service and, in furtherance of said purpose, herewith make Express Finding pursuant to the provisions of Section 13b-35 of the General Statutes of Connecticut that:

1. Bus passenger service operated within the State of Connecticut may be disrupted in whole or in part or may not be operated in the manner required by the general welfare of the State of Connecticut unless essential bus equipment is replaced; and,
2. Such disruption of improper operation would have a detrimental effect on the general welfare of the State of Connecticut; and,
3. The exercise of powers vested in the Commissioner of Transportation by 13b-34 of the General Statutes of Connecticut is essential to the continuation and improvement of necessary bus passenger transportation facilities and services operated within the State of Connecticut.

Therefore, pursuant to said Express Findings and my authority under Section 13b-34 of the General Statutes of Connecticut, I direct the purchase of up to Six hundred Twenty five (625) buses commencing in 2009.

Dated at Newington, Connecticut, this 30th day of January, 2009.

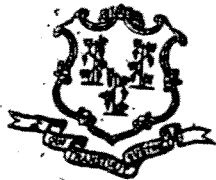
WITNESSES:

Name: MICHAEL SANDERS

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

By: James Redeker
Bureau Chief
Bureau of Public Transportation

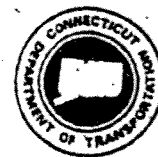
Name: Rosamund



Office of the
Commissioner

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

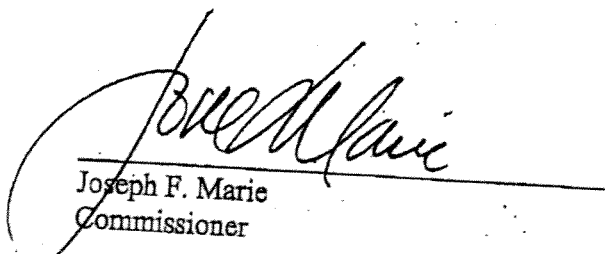
2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546



An Equal Opportunity Employer

Delegation of Authority
Authorized by Section 13b-17 of the
Connecticut General Statutes, As Amended

Know All Ye Persons By These Presents, That I, Joseph F. Marie, Commissioner of Transportation, as authorized by Section 13b-17 of the Connecticut General Statutes, as amended, do hereby delegate to James P. Redeker, Bureau Chief of the Bureau of Public Transportation, Department of Transportation, the duties and responsibilities which relate to administering the operations of the Bureau of Public Transportation and the authority to sign any agreement, contract, document, or instrument which I am authorized to sign for said Bureau.


Joseph F. Marie
Commissioner

Date:

01/26/09



STATE OF CONNECTICUT
CERTIFICATION OF STATE AGENCY OFFICIAL OR EMPLOYEE
AUTHORIZED TO EXECUTE CONTRACT

Certification to accompany a State contract, having a value of more than \$50,000, pursuant to Connecticut General Statutes §§ 4-250 and 4-252(b), and Governor M. Jodi Rell's Executive Order 7C, Paragraph 10

INSTRUCTIONS:

Complete all sections of the form. Sign and date in the presence of a Commissioner of the Superior Court or Notary Public. Submit to the awarding State agency at the time of contract execution.

CERTIFICATION:

I, the undersigned State agency official or State employee, certify that (1) I am authorized to execute the attached contract on behalf of the State agency named below, and (2) the selection of the contractor named below was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

New Flyer of America Inc.
Contractor Name

Department of Transportation
Awarding State Agency

James P. Redeker
State Agency Official or Employee Signature

James P. Redeker
Printed Name

10/29/09
Date

Bureau Chief
Title

Sworn and subscribed before me on this 29th day of October, 2009.

Anne I. Ouval
Commissioner of the Superior Court
or Notary Public

expires: 6/30/2014

The following change shall be made to replace the original Section #32 – “Non-Discrimination” of the Form Contract with the most recent revision as follows:

32. Non-discrimination. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.

(a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

(b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(d) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

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(f) The contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

(h) The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(i) For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

These terms are attached hereto and made a part hereof.

Initial:  CJS

Date: October 22, 2009
10/14/29/09

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This Contract (the "Contract") is made as of the 15th day of October, in the year 2009, by and between, New Flyer of America (The "Contractor," with a principal place of business at 711 Kernaghan Avenue, Winnipeg, Manitoba, Canada R2C 3T4, acting by Paul Smith, its E.V.P. - Sales & Marketing, and acting by Paul Gubay, its President and CEO; and the State of Connecticut, Department of Transportation ("ConnDOT"), with a principal place of business at 2800 Berlin Turnpike, Newington, Connecticut 06111, acting by Kathleen Germain, its Purchasing Assistant, James Redeker, Director, in accordance with Sections 13b-34, 4a-2, and 4a-51 of the Connecticut General Statutes. its Bureau Chief, Public Transportation

Now therefore, in consideration of these presents, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge the Contractor and the State agree as follows:

1. **Definitions.** Unless otherwise indicated, the following terms shall have the following corresponding definitions:
 - (a) **Cancellation:** An end to the Contract effected pursuant to a right which the Contract creates due to breach.
 - (b) **Claims:** All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
 - (c) **Contract:** The agreement, as of its effective date, between the Proposer and the State for any or all Goods or Services at the Proposal price.
 - (d) **Contractor:** A person or entity who submits a Proposal and who executes a Contract.
 - (e) **Contractor Parties:** A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
 - (f) **Day:** All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
 - (g) **Expiration:** An end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract's term being completed.
 - (h) **Force Majeure:** Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
 - (i) **Goods:** For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Request for Proposals and set forth in the specifications.

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- (j) Goods or Services: Goods, Services or both, as specified in the Request for Proposals.
 - (k) Proposal: A Proposer's submittal in response to a Request for Proposals.
 - (l) Proposer Parties: A Proposer's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Proposer is in privity of oral or written contract and the Proposer intends for such other person or entity to Perform under the Contract in any capacity.
 - (m) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
 - (n) Request for Proposals: A State request inviting proposals for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Transportation.
 - (o) Services: The performance of labor or work, as specified in the Request for Proposals and set forth in Exhibit A.
 - (p) State: The State of Connecticut, including the Department of Transportation, and any office, department, board, council, commission, institution or other agency of the State.
 - (q) Termination: An end to the Contract effected pursuant to a right which the Contract creates, other than for a breach.
 - (r) Title: All ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. Term of Contract; Contract Extension. The Contract will be in effect from Date of Award through Five (5) years from date of Award. The State may extend this contract in its sole discretion, prior to Termination, Expiration or Cancellation, one or more times for a combined total period not to exceed the complete length of the original term.
3. Description of Goods or Services. The Contractor shall perform as set forth in Exhibit A. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as "Perform" and the "Performance."
4. Price Schedule, Payment Terms and Billing.
- (a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.
 - (b) Payment Terms and Billing: Payment shall be made only after ConnDOT receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the

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Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to ConnDOT for the Performance. The invoice shall include detailed information for Goods or Services, delivered and performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.

- (c) If applicable to and during the term of this Contract, the Price Schedule shall be adjusted to reflect any increase in the minimum wage rate that may occur, as mandated by state law. The Price Schedule shall not be adjusted until the Contractor provides documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the increase in minimum wage rate.

5. Rejected Items; Abandonment.

- (a) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. ConnDOT may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods (the "Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property (collectively, the "Contractor Property") from and out of State premises and any other location which ConnDOT or the State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties and Proposer Parties, that:



- (1) They have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming title or any future rights of any type in and to the Rejected Goods and Contractor Property;
- (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
- (3) they vest authority, without any further act required on their part or the State's part, in the State to use or dispose of the Rejected Goods and Contractor Property, in the State's sole discretion, as if the Rejected Goods and Contractor Property were the State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
- (4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving

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or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and

- (5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents" of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- (b) The Contractor shall secure from each Contractor Party or Proposer Party, as appropriate, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties and Proposer Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this section.
6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination, Cancellation Expiration and Open Market Purchases, the Contract shall bind the State to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.
7. Contract Amendments. ~~Except for extensions made in accordance with the section in this Contract concerning Term of Contract, Effective Date,~~ No amendment to or modification or other alteration of the Contract shall be valid or binding upon the State unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General.
8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of ConnDOT. ConnDOT may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Cancellation by ConnDOT for a breach is without prejudice to ConnDOT's or the State's rights or possible Claims.
9. Termination, Cancellation and Expiration.
- (a) Notwithstanding any provisions in this Contract, ConnDOT, through a duly authorized employee, may Terminate the Contract whenever ConnDOT makes a written determination that such Termination is in the best interests of the State. ConnDOT shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete Performance under the Contract prior to such date. The Contractor is not entitled to receive and the State is not obligated to tender to the Contractor any payments or reimbursements for anticipated or lost profits.

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- (b) Notwithstanding any provisions in this Contract, ConnDOT, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Cancel the Contract in accordance with the provisions in the Breach section of this Contract.
- (c) ConnDOT shall send the notice of Termination or Cancellation via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to ConnDOT for purposes of correspondence, or by hand delivery. Upon receiving such notice from ConnDOT, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to ConnDOT all Records. The Records are deemed to be the property of ConnDOT and the Contractor shall deliver them to ConnDOT no later than thirty (30) days after the Termination, Cancellation or Expiration of the Contract or fifteen (15) days after the Contractor receives a written request from ConnDOT for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of Termination or Cancellation from ConnDOT, the Contractor shall cease operations as directed by ConnDOT in the notice, and take all actions that are necessary or appropriate, or that ConnDOT may reasonably direct, for the protection and preservation of the Goods and any other property. Except for any work which ConnDOT directs the Contractor to Perform in the notice prior to the effective date of Termination or Cancellation, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) To the extent that ConnDOT has issued a purchase order prior to the notice of Termination and the Contractor has begun Performance against that purchase order in good faith, ConnDOT shall, within forty-five (45) days of having received an invoice from the Contractor for such Performance, pay or reimburse the Contractor for its Performance rendered and accepted by ConnDOT in accordance with Exhibit A. In addition, ConnDOT shall also pay or reimburse the Contractor for all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. Upon and as requested by ConnDOT and after consent of the Contractor's subcontractors, if any, and if their consent is required, the Contractor shall (1) assign to ConnDOT, or any replacement contractor which ConnDOT designates, all subcontracts, purchase orders and other commitments, (2) deliver to the ConnDOT all Records and other information pertaining to its Performance, and (3) remove from State premises, whether leased or owned, all such equipment, waste material and rubbish related to its Performance, all as ConnDOT may request.
- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, ConnDOT may Cancel the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- (g) Upon Termination, Cancellation or Expiration of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination, Cancellation or Expiration of the Contract. All representations, warranties, agreements and rights of the parties under the Contract

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shall survive such Termination, Cancellation or Expiration to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

- (h) Termination or Cancellation of the Contract pursuant to this section shall not be deemed to be a breach of contract by ConnDOT.
- 10. Cost Modifications. The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.
- 11. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any greater time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Cancellation date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Cancellation date, no further action shall be required of any party to effect the Cancellation as of the stated date. If the notice does not set forth an effective Contract Cancellation date, then the non-breaching party may Cancel the Contract by giving the breaching party no less than twenty four (24) hours prior written notice. If ConnDOT believes that the Contractor has not performed according to the Contract, ConnDOT may withhold payment in whole or part pending resolution of the Performance issue, provided that ConnDOT notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.
- 12. Waiver.
 - (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
 - (b) A party's failure to insist on strict performance or any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.
- 13. Open Market Purchases. Except to the extent that the Contractor is performing within a right to cure period, failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for ConnDOT, if it deems it to be necessary or appropriate in its sole discretion, to Cancel the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not performed. ConnDOT shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Contractor shall pay ConnDOT's invoice

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immediately after receiving the invoice. If ConnDOT does not Cancel the Contract, ConnDOT will deduct such open market purchases from the Contract quantities. However, if ConnDOT deems it to be in the best interest of the State, ConnDOT may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by ConnDOT.

14. Purchase Orders.

- (a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.
- (b) ConnDOT shall issue a purchase order against the Contract directly to the Contractor and to no other party.
- (c) All purchase orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and ConnDOT requirements, particularly ConnDOT's requirements concerning procurement. Purchase orders issued in compliance with such requirements shall be deemed to be duly issued.
- (d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.
- (e) ConnDOT may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that ConnDOT shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

15. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against claims includes Claims concerning confidentiality of any part of or all of the Proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance of the Contract.
- (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.

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- (c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
 - (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to ConnDOT, prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to ConnDOT.
 - (e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
 - (f) This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.
16. Forum and Choice of Law. The Contract shall be deemed to have been made in the town of Newington, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
17. Contractor Guaranties. Contractor shall:
- (a) Perform fully under the Contract:
 - (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at ConnDOT's option, replace them;
 - (c) Furnish adequate protection from damage for work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;
 - (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;

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- (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
 - (f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.
18. Implied Warranties. ConnDOT does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.
19. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any part or nominal appurtenances of equipment for the Goods, it shall be understood that the contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.
20. Delivery.
- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the ConnDOT loading dock or receiving platform. The receiving personnel of ConnDOT are not required to assist in this process. The decision of ConnDOT as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
 - (b) In order for the time of delivery to be extended, ConnDOT must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
 - (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of ConnDOT unless otherwise stated in the Proposal.
 - (d) All risk of loss and damage to the Goods transfers to ConnDOT upon delivery to ConnDOT or its designee. Should ConnDOT not accept any Goods and the Goods are removed from ConnDOT property, the Contractor shall assume the risk of loss and damage while the Goods are under its control.
21. Goods Inspection. The inspection and testing of the Goods shall be conducted by ConnDOT in accordance with the terms and conditions contained in Exhibit A. Following such inspection and testing, ConnDOT may accept, conditionally accept, or not accept the Goods in accordance with the terms and conditions of Exhibit A.
22. Setoff. In addition to all other remedies ConnDOT may have, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement

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that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.

23. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
24. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without ConnDOT's prior written approval.
25. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. ConnDOT may Cancel the Contract if the Contractor fails to comply with the Act.
26. Representations and Warranties. The Contractor, and the Proposer, as appropriate, represent and warrant to ConnDOT for itself, Contractor Parties and Proposer Parties, as appropriate, that:
 - (a) If they are entities, they are duly and validly existing under the laws of their respective states or organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Proposal and the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
 - (b) They shall comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to 22a-194a concerning the use of polystyrene foam;
 - (c) The execution, delivery and Performance of the Contract shall not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
 - (d) They are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
 - (e) As applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in

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connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (f) They are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses listed above;
- (g) They have not within the three years preceding the Contract had one or more contracts with any governmental entity Cancelled;
- (h) They have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) To the best of their knowledge, there are no Claims involving the Proposer, Proposer Parties, Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) They shall disclose, to the best of their knowledge, to ConnDOT in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to ConnDOT, the ten (10) days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) days provided for in this representation and warranty;
- (k) Their participation in the Request for Proposals process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics;
- (l) The Proposal was not made in connection or concert with any other person, entity or Proposer, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Proposer, submitting a Proposal for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) They are able to Perform under the Contract using their own resources or the resources of a party who is not a Proposer;
- (n) The Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contract Parties;

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- (o) They have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) They have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) They are not delinquent in unemployment compensation contributions;
- (r) They are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) Each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties and Proposer Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to ConnDOT, no later than fifteen (15) days after receiving a request from ConnDOT, such information as ConnDOT may require to evidence, in ConnDOT's sole determination, compliance with this section;
- (t) Except to the extent modified or abrogated in the Contract, all Title shall pass to ConnDOT upon complete installation, testing and acceptance of the Goods or Services and payment by ConnDOT;
- (u) If either party Terminates or Cancels the Contract, for any reason, they shall relinquish to ConnDOT all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by ConnDOT;
- (v) With regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
- (w) They shall not copyright, register, distribute or claim any rights in or to the Goods after the effective date of the Contract without ConnDOT's prior written consent;
- (x) They either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- (y) The goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (z) ConnDOT's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (aa) If they procure any Goods, they shall sub-license such Goods and that ConnDOT shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- (bb) They shall assign or otherwise transfer to ConnDOT, or afford ConnDOT the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to ConnDOT.

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27. Representations and Warranties Concerning Motor Vehicles. If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1(51) (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, and the Proposer, as appropriate, represent and warrant for itself, the Contractor Parties and Proposer Parties, as appropriate, that:
- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
 - (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
 - (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
 - (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.
28. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.

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29. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
30. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
31. Executive Orders. The Contract is subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17th, 2006, concerning procurement of cleaning products and services, Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, ConnDOT shall provide a copy of these orders to the Contractor.
32. Non-discrimination. References in this section to "contract" shall mean this Contract and references to "Contractor" shall mean the Contractor.
- (a) The following subsections are set forth here as required by Section 4a-60 of the Connecticut General Statutes:
- (1) The Contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;
 - (2) The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;
 - (3) The Contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the

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contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The Contractor agrees to comply with each provision of this Section and Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Sections 46a-56, 46-68e and 46a-68f;
- (5) The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Section 46a-56.
- (b) If the Contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons:
 - (1) Who are active in the daily affairs of the enterprise,
 - (2) Who have the power to direct the management and policies of the enterprise and
 - (3) Who are members of a minority, as such term is defined in subsection (a) of Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- (d) Determination of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (e) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (f) The Contractor shall include the provisions of section (a) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may

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request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- (g) The following subsections are set forth here as required by Section 4a-60a of the Connecticut General Statutes:
- (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
 - (2) The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (3) The Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56;
 - (4) The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this Section and Section 46a-56.
- (h) The Contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a Contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
33. Tangible Personal Property. The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- (a) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in

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Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

- (b) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
- (c) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
- (d) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
- (e) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under Chapter 219 of the general statutes.

For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in Section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of the Act.

34. Whistleblowing. This Contract is subject to the provisions of § 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute

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relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

35. Notice. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U. S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to ConnDOT:

State of Connecticut
Department of Transportation
Bureau of Finance and Administration
P. O. Box 317546
2800 Berlin Turnpike
Newington, CT 06131-7546
Attention: Mary Matuszak
Contract No.: 09DOT7004

If to the Contractor:

COMPANY NAME: New Flyer of America Inc.

NAME: Kevin Hiemenz - Director, Customer Program Management

ADDRESS Line 1: 711 Kernaghan Avenue

ADDRESS Line 2: _____

CITY: Winnipeg, Manitoba STATE: Canada ZIP: R4C 3T4

36. Insurance.

- (a) Before any purchase order is issued, the Contractor(s) shall be required to file with ConnDOT within twenty (20) days from the date of notification a Certificate of Insurance. The certificate must be executed by a company authorized to write such business in the State of Connecticut, and the company must be authorized to underwrite the specific line coverage as designated below. ConnDOT will provide their standard insurance certificate form "CON-32A" (most current version); Contractor(s) are cautioned that only this form is acceptable. The insurance certificate and coverage requested must be updated and kept current throughout the life of the contract, including any extensions. Failure to submit the CON-32A within twenty (20) days of request will be considered a breach of the contract. Insurance certificates must document that the Vendor/Contractor has owner's and contractor's Protective Liability, Commercial General Liability, Automotive Liability, Workers Compensation insurance, and any other insurance requirements in the amounts cited in the bid document to protect the State in the event of a claim, and/or in accordance with any statutory requirement

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- (1) **COMMERCIAL GENERAL LIABILITY:** Commercial General Liability Insurance, including Contractual Liability Insurance, providing a Combined Single Limit of ONE MILLION DOLLARS (\$1,000,000.00) for all damages arising out of bodily injury to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per occurrence, a total (or aggregate) limit of TWO MILLION DOLLARS (\$2,000,000.00) for all damages arising out of bodily injury to or death of all persons and out of injury to or destruction of property during the policy period. Total/aggregate coverage shall be per project, purchase order or contract aggregate. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage.
 - (2) **AUTOMOBILE LIABILITY:** The operation of all motor vehicles, including those hired or borrowed, used in connection with the contract shall be covered by Automobile Liability Insurance providing a total of ONE MILLION DOLLARS (\$1,000,000.00) Combined Single Limit per occurrence for all damages arising out of bodily injury to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least TWO MILLION DOLLARS (\$2,000,000.00). Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. When it is clearly established that no vehicle is used in the execution of the contract, then automobile coverage is not required. Contractor operations on airports that use vehicles on the air side require FIVE MILLION DOLLARS (\$5,000,000.00) automotive coverage unless specifically modified by the State, and may require additional special vehicle coverage depending on the types of vehicles employed.
 - (3) **WORKERS' COMPENSATION:** With respect to all operations the Contractor performs and all those performed for the Contractor by subcontractor(s), the Contractor, and subcontractor(s) if used, shall carry Workers Compensation Insurance at statutory coverage limits and/or, as applicable, insurance required in accordance with the U. S. Longshoremen's and Harbor Workers Compensation Act, the Federal Employers Liability Act, all in accordance with the requirements of the laws of the State of Connecticut, and the laws of the United States respectively.
 - (4) **UMBRELLA LIABILITY:** In the event the Contractor secures excess/umbrella liability insurance to meet the minimum requirements specified as items 1, 2 and 3 the State of Connecticut must be named as Additional Insured.
- (b) The Contractor shall produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the State. In providing said policies the Contractor may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of this contract.
 - (c) With respect to the operations performed by the Contractor(s) under the terms of this contract and also those performed for the Contractor(s) by its subcontractors, the Contractor(s) will be required to obtain at its own cost and for the duration of this contract, and any supplements thereto, with the

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State being named as an additional insured party with regard to the Commercial General Liability, Automobile Liability and Umbrella Liability insurance required in paragraphs (1), (2), and (4), the minimum liability insurance coverage set forth in paragraphs, 1), (2), and (4) at no direct cost to the State.

- (d) Contractor(s) will assume any and all deductibles in the described insurance policies.
- (e) The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage.
- (f) Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.
- (g) Each required insurance policy shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice by certified mail has been given to the State.
- (h) "Claims Made" coverage is unacceptable, with the exception of Professional Liability.
- (i) Contractor agrees that it will not use the defense of sovereign immunity in the adjustment of claims or in the defense of any suit, unless requested by the State.
- (j) The Contractor agrees to furnish to the State a "Certificate of Insurance, CON-32A", in conjunction with items(1) , (2), (3) and (4) above, fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies herein above, which policy or policies shall be in accordance with the terms of said Certificate of Insurance. For the Workers' Compensation Insurance and, if applicable, the U.S. Longshoremens and Harbor Workers' Compensation Act coverage, the policy number(s) and term of the policy(ies) shall be indicated on the CON-32A.
- (k) Contractor hereby indemnifies and shall defend and hold harmless the State, its officers and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this agreement, including those arising out of injury to or death of Contractor's employees or subcontractors, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of Contractor or its employees, agents or subcontractors.
- (l) Updates on the insurance coverage are the responsibility of the Contractor(s). Insurance requirements will be strictly enforced. Contractor(s) should hand carry or mail Insurance Certificates to the Department of Transportation, Bid Unit.

Please mail or hand-carry certificates to:

State of Connecticut

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Department of Transportation
Bureau of Finance and Administration
Attn: Debbie Ello
P.O. Box 317546
2800 Berlin Turnpike
Newington, CT 06131-7546

- (m) Purchase orders WILL NOT be issued without receipt of properly executed insurance certificates.
37. Headings. The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as limitation of the scope of the particular section to which the heading refers.
38. Number and Gender. Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.
39. Parties. To the extent that any Contractor Party or Proposer Party is to participate or Perform in any way, directly or indirectly in connection with the Proposal or the Contract, any reference in the Request for Proposals and the Contract to "Contractor" or "Proposer" shall also be deemed to include "Contractor Parties" or "Proposer Parties," respectively, as if such reference had originally specifically included "Contractor Parties" or "Proposer Parties," since it is the parties' intent for the terms "Contractor Parties" and "Proposer Parties" to be vested with the same respective rights and obligations as the terms "Contractor" and "Proposer."
40. Contractor Changes. The contractor shall notify ConnDOT in writing no later than ten (10) days from the effective date of any change in:
- i. its certificate of incorporation or other organizational document;
 - ii. more than a controlling interest in the ownership of the Contractor; or
 - iii. the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. ConnDOT, after receiving written notice by the contractor of any such change, may require such agreements, releases and other instruments evidencing, to ConnDOT's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to ConnDOT in accordance with the terms of ConnDOT's written request. ConnDOT may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under the Contract until Performance is fully completed.

41. Further Assurances. The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and

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which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

42. Audit and Inspection of Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by ConnDOT Agency and the State, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) days prior to the requested date. All audits and inspections shall be at the State's expense. The State may request an audit or inspection at any time during the Contract term and for three (3) years from Termination, Cancellation or Expiration of the Contract. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
43. Background Checks. The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut, Department of Public Safety Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.
44. Continued Performance. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.
45. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.
46. Contractor Responsibility.
 - (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.
 - (b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.
47. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities

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or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.

48. Confidential Information. The State will afford due regard to the Proposers and Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the Proposal and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Proposer or Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the vendor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Proposer or Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Proposal, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Proposer or Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, ConnDOT will endeavor to keep said information confidential to the extent permitted by law. ConnDOT, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall ConnDOT or the State have any liability for the disclosure of any documents or information in its possession which the State or ConnDOT believes are required to be disclosed pursuant to the FOIA or other requirements of law.
49. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.
50. Cross-Default.
- (a) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under the Contract, then ConnDOT may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other agreements") that the Contractor or Contractor Parties have with ConnDOT. Accordingly ConnDOT may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of ConnDOT, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.

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- (b) If the Contractor or Contractor Parties breach, default or in any way fail to perform satisfactorily under any or all Other Agreements with ConnDOT or the State, then ConnDOT may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under the Contract. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of ConnDOT or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Contract.
51. Disclosure of Records. The Contract may be subject to the provisions of Section 1-218 of the Connecticut General Statutes. In accordance with this section, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of Sections 1-205 and 1-206 of the Connecticut General Statutes.
52. Summary of State Ethics Laws. Pursuant to the requirements of Section 1-101 qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to Section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
53. Sovereign Immunity. The parties acknowledge and agree that nothing in the Request for Proposals or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
54. Time of the Essence. Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.
55. Reserved.
56. Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban. With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit C, SEEC Form 11.

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57. Health Insurance Portability and Accountability Act.

- (a) This Section may or may not apply to ConnDOT. If an appropriate party or entity determines that it does apply to ConnDOT, then for purposes of this Section the following definitions shall apply:
- (1) "Business Associate" shall mean the Contractor.
 - (2) "Covered Entity" shall mean ConnDOT, the State or both, as applicable.
 - (3) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
 - (4) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (5) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.
 - (6) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
 - (7) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
 - (8) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (9) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
 - (10) "This Section of the Contract" refers to the HIPAA Section of this Contract, in its entirety.
 - (11) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
 - (12) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.
- (b) If the Contractor is a Business associate under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor shall comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.

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- (c) The Contractor and ConnDOT shall safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the contract in accordance with all applicable federal and state laws regarding confidentiality, which includes but is not limited to the requirements of HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (d) ConnDOT is a "covered entity" as that term is defined in 45 C.F.R. § 160.103.
- (e) The Contractor, on behalf of ConnDOT, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. § 160.103.
- (f) The Contractor is a "business associate" of ConnDOT, as that term is defined in 45 C.F.R. § 160.103.
- (g) Obligations and Activities of Business Associates.
 - (1) Business Associate shall not use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
 - (2) Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as permitted or required by this Section of the Contract.
 - (3) Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
 - (4) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
 - (5) Business Associate shall report to Covered entity any use or disclosure of PHI not provided for by this Section of the Contract or any Security Incident of which it becomes aware.
 - (6) Business Associate shall insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, shall agree to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
 - (7) Business Associate shall provide access, at the request of the Covered Entity, and in the time and manner agreed to by them, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
 - (8) Business Associate shall make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by them.

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- (9) Business Associate shall make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by them or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
 - (10) Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
 - (11) Business Associate shall provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with subsection 10 of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
 - (12) Business Associate shall comply with any State law that is More Stringent than the Privacy Rule.
- (h) Permitted Uses and Disclosure by Business Associate
- (1) General Use and Disclosure. Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity,
 - (2) Specific Use and Disclosure.
 - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it shall remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate for any instances of which it is aware in which the confidentiality of the information has been breached.
 - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services as defined in 45 C.F.R. § 164.501, to Covered Entity as permitted by 45 C.F.R. § 164.504 (e)(2)(i)(B).
- (i) Obligations of covered Entity

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- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - (3) Covered Entity shall notify business Associate of any restriction to the use or disclosure of PHI that Covered entity has agreed to in accordance with 45 C.F.R. § 154.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (j) Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for Data Aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (k) Term and Termination
- (1) The term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate or Expire when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
 - (2) Upon Covered Entity's knowledge of a material breach of this Section by Business Associate, Covered Entity shall either proceed in accordance with the Breach section of this Contract or, if neither Cancellation nor a cure is feasible, then Covered Entity shall report the breach to the Secretary.
 - (A) Effect of Termination, Cancellation and Expiration
Except as provided above, upon Termination, Cancellation or Expiration of this Contract, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is the possession of subcontractors or agents of business Associate. Business Associate shall retain no copies of the PHI.
 - (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under State or Federal law that the Business Associate maintains or preserves the PHI or copies thereof.

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(l) Miscellaneous Provisions

- (1) A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) The Parties shall take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and HIPAA.
- (3) The respective rights and obligations of Business Associate under this section of the Contract shall survive the Termination or Cancellation of this Contract.
- (4) This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (5) Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered entity shall not be liable to Business Associate for any Claim related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any Contractor Parties or any other party to whom Business Associate has disclosed PHI pursuant to this Section of the Contract. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

58. Encryption of Data.

- (a) Contractor and Contractor Parties, at its own expense, shall keep and maintain in an encrypted state any and all electronically stored data now or hereafter in its possession or control located on non-state owned or managed devices that the State, in accordance with its existing state policies classifies as confidential or restricted. The method of encryption shall be compliant with the State of Connecticut Enterprise Wide Technical Architecture (EWTA). This shall be a continuing obligation for compliance with the EWTA standard as it may be amended or supplemented from time to time.
- (b) In the event of a breach of security or loss of State data, the Contractor and Contractor Parties shall notify the state agency which owns the data, the Connecticut Department of Information Technology and the Connecticut Office of the Attorney General as soon as practical but no later than 24 hours after the discovery or reason to believe such breach or loss that such data has been compromised through breach or loss.

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IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

[AWARDED CONTRACTOR]

By: _____

Print or Type Name

Title: E.V.P. - Sales & Marketing

Date: October 15, 2009

By: _____

Print or Type Name

Title: President & CEO

Date: October 15, 2009

STATE OF CONNECTICUT
Department of Transportation

BY: _____

Print or Type Name

Title: Bureau Chief

Date: 10/16/09


STATE OF CONNECTICUT
Attorney General's Office (as to form)

BY: _____

Print or Type Name

Title: ASSOC. ATTY. GENERAL

Date: 11/17/09

11/24/09 



STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a State contract for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b)

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or vendor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or vendor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if the contractor enters into any new consulting agreement(s) during the term of the State contract.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

I, the undersigned, hereby swear that I am the chief official of the bidder or vendor awarded a contract, as described in Connecticut General Statutes § 4a-81(a), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below:**

Consultant's Name and Title _____		Name of Firm (if applicable) _____
Start Date _____	End Date _____	Cost _____
Description of Services Provided: _____		

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES: _____
Name of Former State Agency Termination Date of Employment

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

New Flyer of America Inc.
Printed Name of Bidder or Vendor

Signature of Chief Official or Individual

June 9, 09

Date

Paul Smith & Glenn Asham
Printed Name (of above)

Dept. of Transportation
Awarding State Agency

Sworn and subscribed before me on this 12TH day of JUNE, 2009.

Commissioner of the Superior Court
or Notary Public

A Notary Public
in and for the Province of Manitoba.
My Commission Expires: May 1, 2010



STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

- ☒ I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- ☐ I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- ☐ I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

IMPORTANT NOTE:

Contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website at http://www.ct.gov/ethics/lib/ethics/contractors_guide_final2.pdf

Signature

June 9, 09

Date

Paul Smith & Glenn Asham

Printed Name

E.V.P. Sales & Marketing & CFO

Title

New Flyer of America Inc.

Firm or Corporation (if applicable)

711 Kernaghan Avenue

Street Address

Winnipeg

City

MB R2C 3T4

State

Zip

State of Connecticut Department of Transportation
Awarding State Agency

**CONTRACT
09DOT7004**

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF TRANSPORTATION

AND

New Flyer of America Inc.

Awarded Contractor

**FOR THE PURCHASE OF LOW FLOOR
HEAVY DUTY TRANSIT BUSES AND HIGH
FLOOR HEAVY DUTY SUBURBAN BUSES**

M. J. 12/24/09 RS



**STATE OF CONNECTICUT
CERTIFICATION OF STATE AGENCY OFFICIAL OR EMPLOYEE
AUTHORIZED TO EXECUTE CONTRACT**

Certification to accompany a State contract, having a value of more than \$50,000, pursuant to Connecticut General Statutes §§ 4-250 and 4-252(b), and Governor M. Jodi Rell's Executive Order 7C, Paragraph 10

INSTRUCTIONS:

Complete all sections of the form. Sign and date in the presence of a Commissioner of the Superior Court or Notary Public. Submit to the awarding State agency at the time of contract execution.

CERTIFICATION:

I, the undersigned State agency official or State employee, certify that (1) I am authorized to execute the attached contract on behalf of the State agency named below, and (2) the selection of the contractor named below was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

New Flyer of America Inc.

Contractor Name

Department of Transportation

Awarding State Agency

James P. Redeker
State Agency Official or Employee Signature

10/16/09
Date

James P. Redeker

Printed Name

Bureau Chief

Title

Sworn and subscribed before me on this _____ day of _____, 200__.

Commissioner of the Superior Court
or Notary Public

Was not notarized
on date of signing

See previous cert.
for correctly executed form.



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION — Affidavit
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:

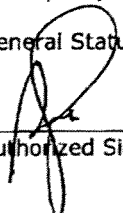
I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am Executive Vice President, Sales & Marketing of New Flyer of America Inc., an entity
Signatory's Title Name of Entity

duly formed and existing under the laws of North Dakota.
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of

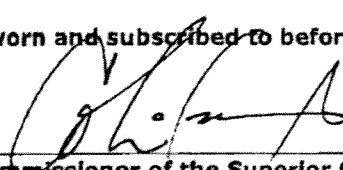
New Flyer of America Inc. and that New Flyer of America Inc.
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.


Authorized Signatory

Paul Smith
Printed Name

Sworn and subscribed to before me on this 11th day of September, 2009.


Commissioner of the Superior Court/
Notary Public

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FEWARCHUK

MY COMMISSION DOES NOT
Commission Expiration Date EXPIRE

Commissioner
Barrister/Solicitor/Notary Public
11 Fernaghan Ave
Winnipeg, MB R2C 3T4



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2), as amended by Public Act 07-1

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution (and on each anniversary date of a multi-year contract, if applicable).

CHECK ONE: ☒ Initial Certification ☐ Annual Update (Multi-year contracts only.)

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; If this is an Annual Update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Planning Start Date" is the date the State agency began planning the project, services, procurement, lease or licensing arrangement covered by this Contract, as indicated by the awarding State agency below; and
- 7) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, between the Planning Start Date and Execution Date, neither the Contractor nor any Principals or Key Personnel has made, will make (or has promised, or offered, to, or otherwise indicated that he, she or it will, make) any **Gifts** to any Applicable Public Official or State Employee.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other principals, key personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:



STATE OF CONNECTICUT

GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

New Flyer of America Inc.
Printed Contractor Name

[Signature]
Signature of Authorized Official

Subscribed and acknowledged before me this 11th day of September, 2009.

Colin Pewarchuk
Barrister/Solicitor/Notary Public
711 Kernaghan Ave
Winnipeg, MB R2C 3T4

[Signature]
Commissioner of the Superior Court (or Notary Public)

For State Agency Use Only

Department of Transportation
Awarding State Agency

11/7/08
Planning Start Date

09DOT7004, Purchase of Low Floor Heavy Duty Transit Buses and High Floor
Contract Number or Description Heavy Duty Suburban Buses